

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF DRACUT,
MASSACHUSETTS**

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- Exhibit A: Institutional Network ("I-Net") Drops*
- Exhibit B: I-Net Maintenance and Technical Support*
- Exhibit C: FCC Rules & Regulations*
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- Exhibit D: Current Schedule of Rates and Charges*

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DRACUT RENEWAL LICENSE

INTRODUCTION

WHEREAS, Heritage Cablevision of Massachusetts, Inc. d/b/a TCI (hereinafter "Heritage Cable" or "Licensee") is the duly authorized holder of a license to operate a cable communications system in the Town of Dracut, Massachusetts (hereinafter the "Town"), said license having originally commenced on July 6, 1981;

WHEREAS, Heritage Cable filed a renewal proposal dated September 13, 1996 in conformity with the Cable Communications Policy Act of 1984;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Heritage Cable's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal; and

NOW THEREFORE, after due and full consideration, the Town and Heritage Cable agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(1) Access - The right or ability of any Dracut resident and/or any Person affiliated with a Dracut institution to use designated facilities, equipment and/or channels of the Cable Communications System, subject to the conditions and procedures established for such use by the Licensee in conjunction with the Issuing Authority.

(2) Access Channel - A Video Programming channel which Heritage Cablevision of Massachusetts, Inc. shall make available to the Town of Dracut, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Basic Broadcast Service - Any service, other than a pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all Broadcast Signals required to be carried on Basic Broadcast Service pursuant to federal law.

(4) *Broadcast - Over-the-air transmission by a radio or television station.*

(5) *Cable Communications Act ("the Cable Act") - Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), which became effective on December 29, 1984, as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, which became effective on December 4, 1992 and the Telecommunications Act of 1996, Public Law No. ____).*

(6) *Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained in the Town of Dracut for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, Converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing Video Programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of Signals to subscribers and in accordance with the terms and conditions in this Renewal License.*

(7) *Cable Service - The one-way transmission to Subscribers of Video Programming, or other Programming service (including music), and Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming service, and the installation and rental of equipment necessary for the receipt thereof.*

(8) *CMR - The acronym for Code of Massachusetts Regulations.*

(9) *Commission - The Massachusetts Community Antenna Television Commission appointed pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.*

(10) Community Programming - Programming produced jointly by community volunteers and employees of the Licensee.

(11) Converter - Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(12) Department of Public Works ("DPW") - The Department of Public Works of the Town of Dracut, Massachusetts.

(13) Downstream Channel - A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

(14) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

(15) Educational Access Channel - A specific channel(s) on the Cable System made available by Heritage Cablevision of Massachusetts, Inc. to the Town of Dracut for use by, among other, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(16) Effective Date - October 7, 1996

(17) FCC - Federal Communications Commission or any successor agency.

(18) Government Access Channel - A specific channel(s) on the Cable System made available by Heritage Cablevision of Massachusetts, Inc. to the Issuing Authority and/or the Access Corporation for use by, among others, those Persons wishing to present non-commercial governmental programming and/or information to the public.

(19) *Headend - The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.*

(20) *Hub or Hub Site - A sub-Headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching or ii) placement of a Fiber Node or microwave link.*

(21) *Institutional Network ("I-Net") - The separate fiber-optic or fiber-optic/coaxial hybrid system, consisting of Upstream and Downstream Channels, said channels for the use of both the Licensee and the Issuing Authority, and/or its departments and designees.*

(22) *Issuing Authority - The Board of Selectmen of the Town of Dracut, Massachusetts.*

(23) *Leased Channel or Leased Access - A Video Programming Channel which the Licensee shall make available pursuant to Section 612 of the 1984 Cable Act.*

(24) *License Fee or Franchise Fee - The payments to be made by Heritage Cablevision of Massachusetts, Inc. to the Town of Dracut, which shall have the meaning as set forth in Section 622(g) of the 1984 Cable Act and M.G.L. Chapter 166A.*

(25) *Licensee - Heritage Cablevision of Massachusetts, Inc. ("Heritage Cable") or any successor or transferee in accordance with the terms and conditions in this Renewal License.*

(26) *Local Origination Programming - Local programming produced or presented by the Licensee.*

(27) *Node or Fiber Node - A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.*

(28) *Origination Capability - An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.*

(29) *Outlet - An interior receptacle that connects a television set to the Cable Communications System.*

(30) *PEG - The acronym for "public, educational and governmental" used in conjunction with Access Channels, support and facilities.*

(31) *PEG Access Channel - Any channel(s) made available for the presentation of PEG Access programming.*

(32) *Person - Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.*

(33) *Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.*

(34) *Public Access Channel - A specific channel(s) on the Cable System made available by Heritage Cablevision of Massachusetts, Inc. to the Town of Dracut for use by, among others, individuals and/or organizations wishing to present non-commercial programming and/or information to the public.*

(35) *Public Street or Way - The surface of, as well as the spaces above and below, any and all publically owned streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Street" or "Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or*

be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(36) Renewal License - The non-exclusive Cable Television License to be granted to the Licensee by this instrument.

(37) Signal - Any transmission of electromagnetic or optical energy which carries programming from one location to another.

(38) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service and Cable Programming Service, as provided by the Licensee as of the Effective Date and including any individual Broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

(39) State - The Commonwealth of Massachusetts.

(40) Subscriber - Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Communications System.

(41) Subscriber Network - The Trunk and Distribution System over which video, audio, text and data Signals are transmitted to Subscribers.

(42) Town - The Town of Dracut, Massachusetts.

(43) Trunk and Distribution System - That portion of the Cable System for the delivery of Signals, but not including Drop(s) to Subscribers' residences.

(44) Upstream Channel - A channel over which Signals travel from an authorized location to the Cable System Headend.

(45) User - A Person utilizing the Cable Communications System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(46) VCR - The acronym for video cassette recorder.

(47) Video Programming or Programming - Programming provide by, or generally considered comparable to programming provided by, a television Broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Dracut, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Communications System within the corporate limits of the Town of Dracut.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the 1984 Cable Act; the 1992 Cable Act; and all federal, state and local bylaws/ordinances.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Dracut within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or

redistribution of video, audio, text, data and other impulses in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Dracut. In exercising rights pursuant to this Renewal License , the Licensee shall not endanger the lives of Persons, interfere with any installation of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special town bylaws/ordinances enacted hereafter.

SECTION 2.2 - TERM [SEE G.L.c. 166A §§3(d) and 13]

The term of this Renewal License shall be for a period of ten (10) years and shall commence on October 7, 1996, following the expiration of the current License, and shall terminate at midnight on October 6, 2006.

SECTION 2.3 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Dracut, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The issuance of additional license(s) shall be subject to applicable federal law(s), and G.L.c. 166A and applicable regulations promulgated thereunder.

SECTION 2.4 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under Public Streets and Ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the matter of placement of facilities on Public Ways.

SECTION 2.5 - RENEWAL

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) The Town may initiate renewal discussions with the Licensee at such time as adjoining communities are negotiating renewal licenses with the Licensee. Provided however any renewal period negotiated pursuant to said early renewal discussions shall run on and after the term of this Renewal License.

SECTION 2.6 - POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any bylaws/ordinances enacted by the Town. Any conflict between the terms of this Renewal License and any

present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor the latter.

SECTION 2.7 - EQUAL PROTECTION

(a) The Issuing Authority agrees that it shall not permit another licensee to utilize the public rights-of-way on terms and conditions which are more favorable or less burdensome than those applied to the Licensee. In applying this provision, the Issuing Authority shall consider the following: 1) the fees assessed on any other licensee shall not be less than the fees for this License; 2) the channels and support for Local Programming and Access Channels shall be no less than the channels and support provided by the Licensee; and 3) other requirements imposed on any other licensee for the benefit of the Town shall have a net present value at the time of licensing equal to the net present of the support provided by Licensee under this License. To the extent such licensee is not subject to such requirements, Licensee's corresponding obligations shall be reduced to reflect terms and conditions which are no more burdensome and no less favorable than those applied to any other licensee.

(b) In the event another provider(s) of multichannel programming serves Subscribers in the Town, but is not required to be licensed by the Town, and to the extent such multichannel programming competitor(s) is not required to: 1) pay any License Fee, 2) pay for support of PEG Access programming, 3) make a capital grant for PEG Access equipment/facilities, 4) provide Drops and Cable Service to public buildings, 5) an Institutional Network, and/or 6) comply with customer service standards, the Town, upon request of the Licensee, shall hold a public hearing and afford the Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements and the economic injury which has occurred or is likely to occur therefrom.

(c) Should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens which are not imposed on the Licensee's competitor(s) or by imposing similar requirements on the competing multichannel programming provider.

SECTION 2.8 - REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless 1) the Licensee renews its license for another renewal term or 2) the Licensee transfers the Cable Communications System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all of its appurtenances from the Public Ways and places and shall restore all areas to as good a condition as before entry. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The area to be served is the entire Town of Dracut without exception. Service shall be provided to every dwelling within the service area occupied by a Person requesting Cable Service, provided that the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

(b) The Licensee agrees to extend the Cable Communications System at its own cost into newly constructed areas as the dwellings become physically occupied, provided that, aerial utility poles or underground conduit are present; and the Licensee is able to obtain from property owners any necessary easements and/or permits at no cost in order to provide such System extension.

SECTION 3.2 - SUBSCRIBER NETWORK

No later than December 1, 1997, the Licensee shall make available to all residents of the Town of Dracut a 750 MHz addressable, Subscriber Network, capable of carrying a minimum of seventy-seven (77) analog Video Programming channels in the downstream direction. Until such time, the Licensee shall continue to operate its presently designed cable system.

(a) The Licensee shall construct, install, activate, operate and maintain a fiber transportation Trunk cable connecting the Licensee's Headend facility to a number of Nodes in the Town of Dracut. Construction of said fiber cable shall be completed no later than system completion.

(b) The Licensee shall install and maintain throughout the term of this Renewal License, a standby power generator at its Headend facility. Such standby power shall provide continuous capability and shall become automatically activated upon failure of the Licensee's normal power supply.

(c) The Licensee shall equip its Nodes in the Town with standby power supplies capable of at least two and a half (2.5) hours of standby operations.

(d) No later than system completion, the Licensees shall transmit all of its Broadcast and other Signals to Dracut Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(e) The terms of this Section shall be considered satisfactorily met (system completion) only upon the full construction and activation of the 750 MHz Cable Communications System as required herein.

(f) In accordance with the terms of the Social Contract between Licensee and the FCC, Licensee agrees that the cost of this rebuild will not be passed through to Subscribers.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

[SEE G.L.c. 166A §5(e)]

The Licensee shall install one (1) Drop, Outlet and the Standard Service Package to all municipal and other public buildings reasonably requested in writing by the Issuing Authority which lie along its cable routes in the Town. Said installation shall be without charge, provided the distance from the System to the building is no more than two hundred fifty feet (250 ft.) and absent of other unusual installation conditions and requirements. Should the distance be greater, the Issuing Authority may release the Licensee in writing from its obligation or the Town may pay the Licensee all direct incremental costs incurred to provide the installation in excess of two hundred fifty feet (250 ft.). The Issuing Authority or

its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

SECTION 3.4 - INSTITUTIONAL NETWORK ("I-NET")

No later than July 1, 1998, the Licensee shall construct, activate, operate, and maintain a separate broadband fiber-optic or fiber-optic/coaxial cable hybrid Institutional Network ("I-Net"), capable of transmitting video and data to and among the locations listed in Exhibit A attached hereto. The I-Net shall be a minimum capacity of 550 MHz and capable of transmitting 156-550 MHz in the forward direction and 5-116 MHz in the reverse direction or the equivalent thereof.

(b) Said I-Net shall span approximately nine (9) construction miles and connect all Town-owned buildings and other institutions specified in Exhibit A. Licensee shall be responsible for all splicing involving the Town-owned I-Net buildings.

(c) The Licensee shall hold all rights and title in the advanced I-Net, but shall provide the Town the right to use the I-Net throughout the remaining term of this Renewal License subject to the following conditions:

(1) The Town shall reserve up to seventy-five percent (75%) of the I-Net capacity for municipal use, but shall retain the coterminous right to use such reserved capacity for operation and maintenance of the I-Net and to comply with the terms of this Renewal License. The remaining capacity shall be reserved by the Licensee for its

exclusive use, provided that the Licensee's use shall not interfere with the municipal use;

(2) The Town may not lease out any portion of the I-Net to any third party or allow the I-Net to be used by a third party for commercial purposes.

(d) The Town shall have the right to use the I-Net, at no cost, for the transmission of composite video and data.

(e) The Licensee shall provide, at its sole cost and expense, one (1) activated I-Net Outlet and Origination Capability to each of the institutions listed in Exhibit A. Provided however the Issuing Authority is responsible for all end-User equipment.

(f) After the I-Net has been activated, construction, installation and activation of each designated Drop/Outlet shall be completed within sixty (60) days. The Licensee shall discuss the location of each connection in new locations with the appropriate officials in each of the buildings or institutions designated to receive a Drop/Outlet, prior to its installation. The Town shall designate such officials in writing to the Licensee.

(g) The Issuing Authority, at its sole cost and expense, may request additional I-Net Outlets beyond the number specified in Exhibit A for any new and/or relocated public buildings, institutions and/or non-profit agencies.

(h) The Licensee shall have the sole responsibility for maintaining the I-Net in accordance with Exhibit B attached hereto and the Licensee's I-Net related equipment for the term of this Renewal License, including regularly scheduled inspections and performance tests.

(i) The Licensee shall be responsible for switching all Signals between the Subscriber Network and the I-Net, including the Community Access Channels.

(j) The Licensee agrees to credit the Town the sum of One Hundred Thousand Dollars (\$100,000) towards construction of the I-Net.

SECTION 3.5 - MODULATORS

Within forty-five (45) days from written request from the Issuing Authority, the Licensee shall provide, at its sole cost, and install three (3) fixed modulators, one (1) each at the following locations: Selectmen Chambers at the Town Hall, Conference Room at the School Administrative Building and Harmony Hall.

SECTION 3.6- CONSTRUCTION SCHEDULE [SEE G.L.c. 166A §3(b) and (c)]

(a) Rebuild construction and activation of the Cable Communications System shall be completed within eighteen (18) months of the Effective Date of this Renewal License unless an extension is granted pursuant to this subsection. Notwithstanding the above, upon written application by the Licensee to the Issuing Authority at least thirty (30) days prior to the construction deadline or any extension thereof, the Issuing Authority may grant a reasonable extension of time to permit the Licensee to comply with the construction deadline; provided that such written application sufficiently states and documents that the need for such extension is for good cause and due to circumstances beyond the reasonable control of the Licensee. Among events or circumstances deemed to be beyond the reasonable control of the Licensee are: the timely performance of walk-out, make-ready and the location of underground utilities by the telephone and electric utility companies; the timely delivery of equipment by suppliers, provided the Licensee exercises due diligence in placing purchase orders for such equipment; the timely performance of contractual obligations by sub-contractors, provided that the Licensee exercises due diligence in selecting sub-contractors, supervising their performance and seeking compliance with any and all agreements with them; labor disputes, provided the Licensee exercises due diligence in seeking settlement of such disputes; and acts of God, including severe weather conditions, provided

that the Licensee uses due diligence to complete installation on or before the deadline herein.

(b) In constructing the Cable Communications System, the Licensee shall follow present and future pole placements in the Town. Where telephone and electric utilities are both underground, the licensee shall place its cables underground.

SECTION 3.7 - CHANGEOVER PROCEDURE

The Licensee shall change over all of its Subscribers from the existing cable system to the newly built Cable Communications System in accordance with the following procedure: Before any Subscriber is changed over to the newly built Cable System, the Licensee shall inform all Subscribers via electronic or direct mail notice of, among other topics, the method of changeover, the timetable for changeover, the Cable Service(s), increased channel capacity and all rates and charges.

SECTION 3.8 - PARENTAL CONTROL CAPABILITY

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a Converter and the Licensee may charge Subscriber for use of said Converter.

ARTICLE 4
TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable federal, state or local bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained by the Licensee so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the

Town, wherever situated or located shall at all times be kept and maintained by the Licensee in a safe and suitable condition and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. All FCC regulations concerning Signal quality and technical standards are incorporated as independent standards in this License, including but not limited to 47 CFR 76.601 sub-part K, et seq. attached hereto as Exhibit C. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted forthwith, upon request, to the Issuing Authority.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected. Licensee shall take appropriate measures to minimize audio variations among channels on the Cable System.

(g) Within six (6) months of the Effective Date of this License, Licensee shall exercise best efforts to evaluate signal quality on channels 11 and 12. If after twelve (12) months from the Effective Date of this License, the Issuing Authority finds that there are signal problems on channels 11 or 12, Licensee's senior engineer will investigate said problems and will exercise best efforts to implement measures to eliminated said problems, if said signal quality problems are within the control of Licensee.

(h) With respect to signal quality issues, the Issuing Authority may require Licensee to report on same within ten (10) days of a written request. Licensee

shall report on the nature of the issue and on any corrective action to be taken. If after that the Issuing Authority has reasonable basis for finding persistent Signal quality problems and that there is substantial evidence Licensee is not in compliance with FCC technical specifications, the Issuing Authority shall have the right to require tests by a senior engineer of Licensee. Said engineer shall report in detail and in writing on all findings and exercise best efforts to eliminate said problems.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as reasonably good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. If there is a public safety hazard, the Issuing Authority, following notice to Licensee, may immediately remedy same and be reimbursed by Licensee.

SECTION 4.3 - STANDBY POWER

The Licensee shall maintain 2 1/2 hours of standby power at the Hub facility, any sub-Headend facilities, critical Trunk areas, and Fiber Nodes. Such standby power shall have continuous capability, contingent upon availability of

fuel necessary to operate generators, shall become activated automatically upon the failure of normal power supply, and shall be installed simultaneously with the rebuild of the Cable System.

SECTION 4.4 - TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property, except for Public Ways, shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming.

SECTION 4.5 - STRAND MAPS

If requested by the Issuing Authority, the Licensee shall provide the Town with accurate maps of all existing trunk and feeder installations not later than sixty (60) days after the Effective Date of this License. Thereafter, upon request, the Licensee shall file with the Issuing Authority accurate maps of all existing and newly constructed Cable System plant. Whenever there have been changes in such installations, the Town shall be notified on an annual basis.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days advance notice to arrange for such temporary wire changes.

SECTION 4.7 - DIG SAFE

The Licensee shall comply with all applicable "dig safe" provisions pursuant to G.L.c. 82 §40.

SECTION 4.8 - UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground at its sole cost and expense unless a developer is installing or is otherwise required to install the cable. Underground cable lines shall be placed according to any Public Works, Highway Department or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles; however, said underground construction shall be required only if and when it is required of other utilities. When possible, Licensee shall be able to use the underground conduit maintained by the Town provided that such use is i) found by the Issuing Authority to be reasonable, ii) at the sole cost and expense of the Licensee, and iii) does not interfere with the Town's use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program.

ARTICLE 5
COMMUNITY CHANNEL(S)

SECTION 5.1 - COMMUNITY PROGRAMMING

(a) Upon completion of the upgrade of the Cable Communications System the Licensee shall provide two (2) Community Programming Channels for non-commercial use by residents of the Town, the educational authorities and local government officials. The Licensee shall also reserve one (1) additional channel for such uses according to the following formula. An additional Community Programming Channel shall be made available when the existing channel is used to cablecast first-run, locally produced non-commercial programming seventy-five percent (75%) of the weekdays (Monday through Friday) for seventy-five percent (75%) of the time during any consecutive four-hour period for four (4) consecutive weeks. If there is a channel available, this additional community channel will be made available within sixty (60) days. Otherwise the Licensee shall have three (3) months following a request by the Issuing Authority in which to make such new channel available.

(b) The Licensee shall not charge residents of the Town, educational authorities or local government for non-commercial use of the Community Programming Channel(s).

(c) Rules shall be established by the Licensee in cooperation with the Issuing Authority regarding Community Programming, priority of use of the Community Programming Channel(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names

and addressees of all Persons or groups requesting time on the Community Programming Channel(s).

(d) The Licensee may only move or otherwise relocate the channel position of the PEG Access Channel(s) with thirty (30) days advance written notice to the Issuing Authority. Said notice shall clearly specify reasons to relocated channel.

SECTION 5.2 - COMMUNITY STUDIO AND EQUIPMENT

(a) The Issuing Authority, or its designee, in conjunction with the Licensee, shall be responsible for managing the Dracut High School studio.

(b) The Licensee shall maintain one full-time studio director at the Dracut High School studio. The Licensee will use reasonable efforts to maintain the current level of local programming.

(c) The Licensee is responsible for maintenance of the production equipment, it shall provide annually to the Issuing Authority a complete report of all items purchased or repairs conducted valued at One Hundred Dollars (\$100) or more.

(d) The Licensee shall continue to make the current mobile production van available to Dracut residents and organizations. This van shall remain housed in Dracut. The Licensee shall be responsible for all upkeep and maintenance of the mobile production van during the term of this Renewal License. Provided the Licensee maintains a regional van, the Town may use said van a maximum of six (6) times annually for special events provided the Issuing Authority requests said van at least ten (10) days prior to the scheduled event and further that van has not been reserved by another community in advance.

(e) Within sixty (60) days from the Effective Date of this Renewal License, Licensee agrees to provide the sum of One Hundred Fifty Thousand Dollars

(\$150,000) for video production equipment and supplies to be selected by the Issuing Authority in consultation with the Licensee.

(f) If at any time during the term of this Renewal License, the Licensee established a regional studio facility, the Town may choose to use this facility instead of requiring the Licensee to staff and maintain the Dracut High School studio. In order for Dracut residents and organizations to use the regional studio facility, the Issuing authority must provide the Licensee written notice of Town's intent to utilize the same. The Licensee's obligations to staff and maintain the Dracut High School and maintain the equipment therein shall cease to exist thirty (30) days after receipt of said notice by the Issuing Authority. At such time title to all equipment at the Dracut High School studio shall vest in the Town. In addition, the Licensee shall no longer be required to provide and maintain a mobile production van, provided however that the Licensee shall offer the Town to purchase said van for One Dollar (\$1.00)

SECTION 5.3 - EMERGENCY USE

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period including such personnel and equipment as are available in Dracut.

SECTION 5.4 - COMMERCIAL ACCESS

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any individual, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal regulations.

SECTION 5.5 - EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]

If the Licensee permits any individual who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any individual to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

SECTION 5.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Town agrees that it will not use its designated community channel or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of Article 5 or produced by the Licensee or in any of its facilities shall not be commercially distributed without the consent of the Licensee and the Issuing Authority.

SECTION 5.7 - EDITORIAL CONTROL

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

SECTION 5.8 - EDUCATION TECHNOLOGY GRANT

Within thirty (30) days from the fifth anniversary of the Effective Date of this Renewal License, the Licensee shall pay the Issuing Authority the sum of Fifty Thousand Dollars (\$50,000). The Issuing Authority shall use said fund to support the operation and utilization of the Cable System for PEG Access and Local Origination Programming or to support a telecommunications program around the use of the Cable System.

SECTION 5.9 - INTERNET ACCESS

(a) In accordance with the Social Contract entered into by Licensee and the FCC, the Licensee will within one (1) year after offering on-line service for personal computers commercially available in the Town, and upon the request from the Dracut School Department, provide each school in the Town with one (1) free connection to such on-line service. At a minimum, such on-line service will

provide access to the Internet. Each connected school will receive one (1) free cable modem and free, unlimited access to the on-line service for use during the school year. Upon request of the Dracut School Department, the Licensee agrees to maintain free unlimited access to one (1) location year round.

(b) At the time Licensee provides said on-line service, and if the Licensee provides other single User modems, it will provide the Town with a Twenty Thousand Dollars (\$20,000) credit. This amount may be drawn against for the sole purpose of upgrading the single User modems to multiple user modems. This credit may not be used for any other purpose and will revert back to the Licensee if not used for said purpose.

(c) At such time the Licensee provides Internet Access pursuant to subsection (a) above, upon request of the Issuing Authority, Licensee shall make one (1) additional, free connection to an on-line service, available to the Town. This additional free connection shall be located in the Parker Memorial Library, unless otherwise designated by the Issuing Authority and shall be for public use. Said connection shall include one (1) free cable modem and free, unlimited use.

ARTICLE 6
CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

(a) The Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 AM to 5:00 PM, Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls.

(b) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call for prompt customer service. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(e) The Licensee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

(f) Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.

SECTION 6.2 - CUSTOMER SERVICE OFFICE /BILL PAYMENT

The Licensee shall either maintain an office in the Town of Dracut or contract with a third party to maintain a service center, for general purposes including accepting payments and equipment drop-offs and exchanges. The office and/or bill payment center will be open at least during normal business hours including at least one (1) evening and/or one (1) weekend morning, be conveniently located and be handicapped accessible.

SECTION 6.3 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the

Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

SECTION 6.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES
[SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception. In the event that Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 6.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the Licensee transposes any television signal from the channel on which it was originally Broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 6.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 6.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance. In the event the Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 6.8 - OUTAGES, INSTALLATIONS AND SERVICE CALLS

Under normal operating conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 150 feet from the existing Trunk and Distribution System.

(b) Excluding conditions beyond the control of the Licensee the Licensee will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Licensee must begin actions to correct other service problems the next business day after notification of the service problem.

(c) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four (4) hour time block during normal business hours. (The Licensee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(d) The Licensee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(e) If a Licensee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

SECTION 6.9 - SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code, Section 2520.

The Licensee shall be responsible for carrying out and enforcing the Cable Communications System's privacy policy, and shall at all time maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Communications System, of the Subscriber privacy requirements contained in this Renewal License.

(b) At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as permitted by law. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than

fourteen (14) calendar days prior to disclosure, unless such notification is prohibited by applicable law, court orders or is otherwise impractical.

(d) In accordance with Section 631 of the Cable Act:

- (1) Licensee shall make available for inspection by a Subscriber during regular business hours at its business office all personal Subscriber information that Licensee maintains regarding said Subscriber.*
- (2) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.*
- (3) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information, shall be directed to Licensee's General Manager. A Subscriber shall be provided reasonable opportunity to correct any error in such information.*

SECTION 6.10 - MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, with the exception of technical tests, without the prior written authorization of the affected Subscriber or commercial User; provided, however, that Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling

return-path transmission, or billing for pay cable services or pay-per-view or other Service-related activities. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Communications System, or any part thereof, of which it has knowledge. Licensee shall not record or retain any information between a Subscriber or commercial User and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after any statutorily required period of time except as authorized not to do so by the affected Subscriber.

SECTION 6.11 - COMMUNICATIONS BETWEEN LICENSEE AND CABLE SUBSCRIBERS

(a) Notifications to Subscribers

(1) The Licensee shall provide written information on each of the following areas at the time of installation of service, at least annually to all Subscribers, and at any time upon request:

(i) products and services offered;

(ii) prices and options for all Programming Services and conditions

of subscription to Programming and other services (including clear information concerning Licensee's lowest cost service);

(iii) installation and service maintenance policies (including information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service);

(iv) instructions on how to use the Cable Service;

- (v) *channel positions of Programming carried on the Cable System; and,*
 - (vi) *billing and compliant procedures, including the address and telephone number of the local Issuing Authority's cable office.*
- (2) *Customers will be notified of any changes in rates, Programming Services or channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Licensee. In addition, the Licensee shall notify Subscribers thirty (30) days in advance of any significant changes on the other information required by subsection (a)(1) above.*
- (b) *Billing*
 - (1) *Bills will be clear, concise and understandable. Bill must be fully itemized, with itemizations including, but not limited to, Basic Broadcast Service and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.*
 - (2) *In case of a billing dispute, the Licensee must respond to a written complaint from a Subscriber within thirty (30) days.*
- (c) *Refunds - Checks will be issued promptly, but no later than either:*
 - (1) *the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or*
 - (2) *the return of the equipment supplied by the Licensee if service is terminated.*

(d) Credits - Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted

SECTION 6.12 - DEFINITIONS

For the purposes of Article 6 the following terms shall have the following meanings.

(a) Normal Business Hours - The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

(b) Normal Operating Conditions - The term "normal operating conditions" means those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disaster, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(c) Service Interruption - The term "service interruption" means the loss of picture or sound on one (1) or more cable channels.

SECTION 6.13 - OTHER CUSTOMER SERVICE REQUIREMENTS

(a) The Licensee shall give priority for next day or next "available time" installation or service appointments to Subscribers who cannot be scheduled within the time blocks specified in Section 6.8 (Outages, Installations and Service Calls). Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable

installation or service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) working days following the initial installation date, or twenty-four (24) hours following the service date, unless mutually agreed to otherwise by said Subscriber and the Licensee.

(b) The Licensee shall remove all Subscriber aerial Drop cable(s), within fourteen (14) days of receiving a written request to do so from the owner of the residence in which a Subscriber resides.

(c) The Licensee shall ensure that there are standby service personnel on call at all time after normal business hours. A "live" answering service shall be required to notify the standby personnel of three (3) or more calls or a number of similar calls or a number of calls coming from the same area.

SECTION 6.14 - EQUIPMENT COMPATIBILITY

(a) In order to assist Subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist Subscribers in the interconnection of non-cable ready VCRs and television sets, Licensee shall provide assistance to said Subscribers concerning same. Upon request, Licensee shall provide one (1) "A/B switch" and a splitter to each such Subscriber, at cost, including a reasonable return, to facilitate such interconnection. Licensee shall notify Subscribers about the availability of such A/B switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any channel while viewing an unscrambled channel, or vice-versa, without the need of a second Converter.

(b) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before or at the time a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice. The notice required under 207 CMR 10.03 shall include information concerning known incompatibilities associated with the utilization of video cassette recorders with Cable Service(s), information on the cost for hooking up VCRs and any other associated VCR costs or charges and information concerning the availability of special equipment such as A/B switches and parental control devices available at cost, including specific information explaining option parents may have to block children's pay-per-view purchases.

SECTION 6.15 - EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee photo identification card issued by the Licensee.

SECTION 6.16 - NON-DISCRIMINATION

Licensee shall not discriminate against any Person in its solicitation, service or Access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public

assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

SECTION 6.17- WIRING BY SUBSCRIBER

(a) Subscribers, or a qualified contractor at the Subscriber's expense, shall have the right to install cable for system interconnection only within any building which they own. Prior to installation the Subscriber shall agree to indemnify the Licensee for any Signal leakage caused by such connection. Such installation shall be conditioned upon and shall conform to:

- (1) all applicable building and electrical codes;*
- (2) the Licensee's published guidelines on file with the Issuing Authority, the building inspector, and the wiring inspector.*

(b) Specifications for the cable and connectors to be used in the installation by the Subscriber shall be approved by the Licensee prior to installation.

(c) Should the Licensee notify Subscriber in writing that any part of the Subscriber's self-installed connection is causing harm or interference to the Cable System, the Licensee may require that the Subscriber discontinue use of and disconnect said device. If such a notice is not practicable, the Licensee may temporarily discontinue service. In all such cases the Licensee shall promptly notify the Subscriber in writing of the discontinuance, and of his/her right to bring the actions of the Licensee to the attention of the Issuing Authority.

SECTION 6.18 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request disconnection of Cable Service shall not be billed for service subsequent to such request for termination of service. Licensee shall made a good faith effort to dully disconnect service as soon as possible after

requested to do so by a Subscriber. Any credit due to Subscriber upon full termination of a service shall be paid to Subscriber within thirty (30) days.

SECTION 6.19 - LICENSEE'S SURVEYS

In the event Licensee conducts surveys during the term of this Renewal License, upon request of the Issuing Authority or its designee, Licensee shall share the results of these surveys with the Issuing Authority provided nothing herein shall require the Licensee to release any information considered confidential or proprietary. Licensee shall, upon request of the Issuing Authority, evaluate and explain viewership and viewer interest data which may enhance viewer satisfaction with the channel line-up.

SECTION 6.20 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a Converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing Converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a Converter resulted from theft or fire, the Licensee may assess the Subscriber the replacement cost of such Converter, or, at its election, waive any charges.

ARTICLE 7
RATES AND CHARGES

SECTION 7.1 - RATES AND CHARGES

(a) A price schedule for Cable Service and installation in effect on the date of execution of this Renewal License is attached hereto as Exhibit D. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC (47 CFR §76.33) and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of PEG Access and other license requirements, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason which relates to the Subscriber's overdue or delinquent account with the Licensee. The Licensee may levy reasonable collection charges, including a late fee, on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

ARTICLE 8
REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. The Licensee shall also indemnify and hold harmless the Town during the term of this Renewal License from any claims for damages resulting from the Licensee's operations of the Cable System unless said damages are the direct or indirect result of the Town's negligence or willful misconduct. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

SECTION 8.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the Town as a named insured with an insurance company satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable

System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policies will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee.

SECTION 8.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);*
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);*

(3) *the indemnity of the Town in accordance with G.L.c.166A §5(b); and*

(4) *the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).*

(b) *During the period of rebuild construction this bond shall be in the amount of One Hundred Thousand Dollars (\$100,000).*

(c) *Upon completion of rebuild construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Ten Thousand Dollars (\$10,000) upon a written request by the Licensee.*

SECTION 8.4 - LETTER OF CREDIT

(a) *The Issuing Authority may require the Licensee to maintain, upon thirty (30) days notice from the Issuing Authority, an irrevocable letter of credit from a financial institution in the amount of Ten Thousand Dollars (\$10,000). The form and content of such letter of credit shall be approved by the Issuing Authority, which approval shall not be unreasonably withheld. The letter of credit shall be used to insure faithful completion of the Cable System rebuild in accordance with*

Section 3.6 (Construction Schedule) herein.

(b) *Withdrawals notwithstanding, the letter of credit shall be maintained during the term of this License in the amount of Ten Thousand Dollars (\$10,000) until such time rebuild is complete.*

(c) *Once the letter of credit is established, if the Licensee after ninety (90) days written notice from the Issuing Authority, in its discretion may withdraw*

funds from the letter of credit equal to the damages created thereby as determined by the Issuing Authority upon the following conditions:

- (1) The Issuing Authority must indicate in the correspondence by which it initially notifies the Licensee of the default for which damages are sought that failure to cure the act or omission may result in withdrawal from the letter of credit.*
- (2) Upon expiration of the ninety (90) day period, the Issuing Authority must provide written notice to the Licensee of the amount to be withdrawn and specify the reasons such amount is due. Said notice shall also provide that at Licensee's request, a public hearing will be held by the Issuing Authority prior to withdrawal. At such hearing the Licensee may present testimony or evidence as to why damages should not be assessed. After conclusion of said hearing, the Issuing Authority shall issue a public statement as to its decision to assess or not assess damages. A request by the Licensee for a public hearing shall stay the Issuing Authority's right to withdraw from the letter of credit.*
- (d) Any decision of the Issuing Authority to assess damages and the letter of credit may be appealed to any court of competent jurisdiction. Any such appeal of the Issuing Authority's decision shall not result in an automatic stay of the Issuing Authority's right to withdraw from the letter of credit unless rendered by the court.*
- (e) Notwithstanding the foregoing, the Licensee shall not be required to post or maintain a letter of credit pursuant to this Section upon completion of the Cable System rebuild.*

SECTION 8.5 - LICENSE FEES

During the term of this Renewal License the annual License Fee payable to the Town shall be fifty cents (\$.50) per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year.

SECTION 8.6 - REPORTS [SEE G.L.c. 166A §§8 and 10]

(a) The Licensee shall file annually with the Commission on forms prescribed by the Commission, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Commission, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Commission.

(b) As provided by law and applicable regulations every three (3) months the Licensee shall notify the Issuing Authority and the Commission, on forms prescribed by the Commission, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47CFR §76.305 in the manner prescribed therein.

SECTION 8.7 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 8.8 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

The Renewal License may, after due notice and hearing, be revoked by the Issuing Authority or the Commission for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;*
- (b) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);*
- (c) For repeated violations, as determined by the Commission, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;*
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Commission;*
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;*
- (f) For failure to complete construction in accordance with the provisions of the Renewal License; and*
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.*

SECTION 8.9 - NOTICE AND OPPORTUNITY TO CURE

Prior to instituting any action against the Licensee under either Section 8.3 (Performance Bond) or Section 8.8 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed

further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

SECTION 8.10 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

(a) Pursuant to M.G.L.c. 166A, Section 7, neither this Renewal License, nor control thereof, shall be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Commission. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and other criteria allowable under law.

(c) For purposes of this Section, the word "control" shall comply with the definition of such in 207 CMR 4.03.

(d) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Public Streets and Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring consent of the Issuing Authority pursuant to this Section.

(f) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing, if such a hearing is deemed necessary by either the Issuing Authority or the transferee, to consider the written application for transfer.

(h) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all terms and conditions contained in this Renewal License.

SECTION 8.11 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 8.10 (Transfer or Assignment) shall be null and void, and shall be deemed a material breach of this Renewal License; and

(b) If the Issuing Authority denies its consent to any such action and a transfer nevertheless occurs, the Issuing Authority may revoke and terminate this Renewal License.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

SECTION 8.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws/ordinances, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Commission, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine

that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 9
MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightening; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee's control.

SECTION 9.3 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Dracut,

62 Arlington Street, Dracut, MA 01826 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: General Manager, TCI, 91 Chandler Road, Andover, MA 01810 or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 1996.

TOWN OF DRACUT

By:

Selectman

Selectman

Selectman

Selectman

Selectman

Accepted by:

HERITAGE CABLEVISION OF

MASSACHUSETTS, INC. d/b/a TCI

Name:

Title:

EXHIBIT A

Institutional Network ("I-Net") Drops

Pursuant to Section 3.4, the Licensee shall install and activate I-Net Drops and Outlets at the following locations in Dracut, Massachusetts:

- (1) Dracut Senior High School***
- (2) Englesby Junior High School***
- (3) Dracut Middle School***
- (4) Parker Avenue Elementary School***
- (5) Greenmont Avenue Elementary School***
- (6) Campbell Elementary School***
- (7) Town Hall***
- (8) Town Hall Annex***
- (9) Moses Greeley Parker Library***
- (10) Dracut Police Station***
- (11) Dracut Fire Central Station***
- (12) Dracut Fire Collinsville Station***
- (13) Dracut Department of Public Works***
- (14) Dracut Council on Aging Drop-in Center***
- (15) Harmony Hall***
- (16) Dracut Historical Society Building***
- (17) Any newly constructed Town Building along the I-Net***
- (18) Sewer Department***
- (19) Housing Authority***

EXHIBIT B

I-Net Maintenance and Technical Support

- (1) Continental shall maintain an I-Net as prescribed by FCC Rules and Regulations Part 76.***
- (2) Continental shall determine and assign the transmit and receive frequencies for all I-Net users.***
- (3) Continental shall determine and design the correct signal strength levels necessary at each location.***
- (4) The Town may install its preferred equipment, provided however the data equipment to be used has been pre-approved by Continental in advance of connection to the I-Net. Pre-purchase approval is recommended.***
- (5) Prior to utilizing the I-Net for data transmission, the Town shall designate an experienced data communications professional (e.g., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the Town for all set-up and ongoing operations of LAN to LAN connectivity over the I-Net.***
- (6) Continental's role in supporting free data transmission shall be limited to the minimum services outlined above. Continental shall charge the Town for all service calls not related to the radio frequency performance of the I-Net, including adds, moves and system changes. Charges shall be billed on a time and materials basis in accordance with the schedule of charges attached hereto which may be amended by Continental at any time.***
- (7) Any user who causes interference or renders the I-Net system ineffective shall be disconnected.***

EXHIBIT C
FCC Rules & Regulations
Subpart K -- Technical Standards

EXHIBIT D

Current Schedule of Rates and Charges